

HELLMUTH & JOHNSON^{PLLC}

ATTORNEYS AT LAW

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February 11, 2009

Via Electronic Case Filing

Michael T. Kallas, Esq.
Kallas & Associates, Ltd.
4930 77th St W, Suite 210
Edina, MN 55435

Re: James A. Anderson v. John S. Spreiter, et al.
Court File No. 06-CV-5028 (PGS/JJG)
Our File No.: 15620.0001

Dear Mr. Kallas:

Enclosed is one fully-executed original of the Contract for Deed between John and Mary Spreiter and James Anderson in connection with the property located at 18497 578th Avenue, Litchfield, MN.

With this step completed, it is my belief that the elements of the settlement entered into by the parties have been satisfied. I expect this case therefore now can be and should be closed, as any future dispute regarding compliance with or termination of the Contract for Deed would be litigated in state court.

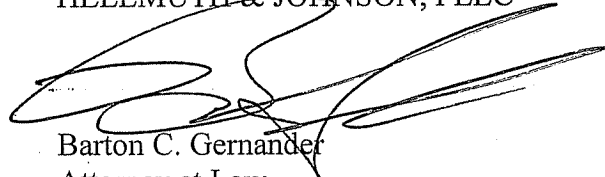
Please arrange for payment directly to my clients of the funds escrowed with the Court. Any check or draft for those funds can be relayed to my office, for forwarding on to my clients. Please also confirm that the monthly payment due on or before February 15, 2009 will be provided directly by your client.

Messrs. Kallas & Pierce
February 11, 2009
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If you should have any questions, do not hesitate to contact me to discuss the offer. Thank you for your attention to this matter.

Very truly yours,

HELLMUTH & JOHNSON, PLLC



Barton C. Gernander
Attorney at Law

BCG/adw
Enclosure

cc: Magistrate Judge Jeanne J. Graham (w/o enclosure)
Jack E. Pierce, Esq. (w/o enclosure)
John Spreiter (w/o enclosure) (via U.S. Mail only)
Chad Johnson, Esq.

s:\Spreiter\Correspondence\Kallas11